

Hon. Timothy W Dore
In Proceedings Under
Chapter 13
Hearing Date: November 16, 2022
Time: 9:30 AM
Response Date: November 9, 2022
Location: 700 Stewart St., Seattle, WA
98101

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF WASHINGTON

In re:
Beverly Jane Cary,
Debtor(s).

Chapter 13 Case No: 20-12450 TWD

NOTICE AND MOTION FOR SALE OF
REAL PROPERTY OF THE ESTATE

NOTICE

PLEASE TAKE NOTICE Debtor(s)' motion to sell real property IS SET FOR
HEARING as follows:

JUDGE: Timothy W Dore

TIME: 9:30 AM

PLACE: 700 Stewart St., Seattle, WA 98101

DATE: November 16, 2022

IF YOU OPPOSE the Motion, you must file your written response with the court
clerk, NOT LATER THAN THE RESPONSE DATE, which is November 9, 2022. If you are
an attorney, any response must be filed electronically on the Court's CM/ECF system.

IF NO RESPONSE IS TIMELY FILED AND SERVED, the Court may, in its
discretion, GRANT THE MOTION PRIOR TO THE HEARING EX PARTE WITHOUT
FURTHER NOTICE, and strike the hearing.

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MOTION TO SELL REAL PROPERTY -- 1

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Law Office of Mark McClure, PS
1103 West Meeker St, Ste 101
Kent, WA 98032
253.631.6484

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II MOTION

Comes now the debtor, Beverly Jane Cary, by and through counsel, Mark C. McClure, and moves the court for an order:

(1) pursuant to 11 U.S.C. § 363, authorizing the debtor to sell real property of the estate (the "Property"); approving the payment from closing, in the Debtor's discretion, of normal and customary closing costs, including but not limited to real estate commissions earned by the Realtor; any accrued and unpaid real property taxes; the first position secured claim of Quicken Loans, LLC in the approximate amount of \$150,000.00; and all other liens that may have attached to the property;

(2) an amount sufficient to pay the liquidation value of the plan of the plan including all unsecured debt and any accrued administrative fees payable to the Chapter 13 Trustee in an amount estimated to be not more than \$31,800.00.

(3) waiving the stay provided for by Federal Rule of Bankruptcy Procedure 6004(h); and

(4) authorizing the Debtors to sign any documents which are consistent with the proposed sale described herein.

PROPERTY

Property Address: 27834 31st Pl. S., Auburn, Washington 98001.

Property Tax Parcel No.: 723759-0040

Legal Description: LOT 4, THE RESERVE AT STAR LAKE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 216 OF PLATS, PAGE(S) 72 THROUGH 76, RECORDS OF KING COUNTY, WASHINGTON.

Purchaser: Anthony I. Thompson and Megan C. Valentin

Sales Price: \$445,000.00.

Terms of Sale: Cash at Closing. Earnest money of \$10,000.00 has been paid. The sale is conditioned upon Buyer's ability to sell their home. Seller will pay the usual and customary closing costs which include a 6.00% real estate commission per the listing agreement (the agent, Lisa Serratos-McGregor, was appointed on September 06, 2022), title insurance, real property taxes, HOA dues, reimbursement of funds advanced by Synergy Properties to rehabilitate the home sufficiently to allow for a maximized resale,

MOTION TO SELL REAL PROPERTY -- 2

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1 due through the date of sale and the escrow costs pursuant to the HUD statement attached
2 as an **Exhibit** to Debtor's Declaration. **All liens, consensual and otherwise are to be**
3 **paid from closing.**

4 The Debtor believes that the proposed sales price constitutes the Property's fair market
5 value and further believes the proposed sale is in the best interest of creditors. The Debtor
6 believes that sufficient funds will be realized from the net proceeds. After closing, the
7 chapter 13 plan will be modified to ensure payment of the remaining allowed claims.

8 A copy of the purchase and sale agreement is attached as an **Exhibit** to Debtor's
9 Declaration.

10 **Voluntary Encumbrances and Approximate Payoff Balances:** Notwithstanding the
11 sale free and clear, according to the Debtor's amended schedules, there are liens against
12 the Property:

13 **Encumbrances and Approximate Payoff Balances:**

- 14 a. **Deed of Trust:** The property is encumbered by a Deed of Trust. Quicken
15 Loans, LLC has the first Deed of Trust on the parcel with a balance owing
16 in the approximate amount of \$150,000.00.
- 17 b. **King County Treasury:** King County Treasurer will receive
18 approximately \$3,000 for recording fees and a tax installment payment.
- 19 c. **Reserve at Star Lake Homeowners Association ("HOA"):** The HOA will
20 received approximately \$865.

21 **Value of Property:** The Debtor believes the property is presently worth \$445,000.00.

22 **Amount to Trustee:** After payment Quicken Loans, LLC.'s lien, COA's claims, all
23 outstanding property taxes, and professional real estate fees, and any other lien amounts
necessary to clear title, the **Chapter 13 Trustee, Jason Wilson-Aguilar, shall receive**
\$31,800.00 to apply towards the plan's liquidation value in the same amount and
cover Trustee's administrative fees.

1 **Amount to Debtor:** The balance of the funds are to be released to the Debtor which
2 is estimated to be approximately \$140,819.83¹.

3 **Waiver Rule 6004(h):** The Debtor requests a waiver of Rule 6004(h) because the sale
4 contemplates prompt closing.

5 **WHEREFORE,** Debtor requests that the Court enter approval of the sale and the
6 related relief requested. A proposed order is attached.

7 DATED October 18, 2022.

8 Respectfully Submitted,

9 Law Office of Mark McClure, P.S.

10 /s/ Mark C McClure

11 Mark C. McClure, WSBA #24393

12 Attorney for Beverly Jane Cary, Debtor

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22 ¹ Black v. Leavitt (In re Black), 609 B.R. 518 (9th Cir. BAP 2019), "the reversioning provision of the confirmed
23 plan means that the debtor owns the property outright and that the debtor is entitled to any postpetition
appreciation." 609 B.R. at 529 (citing In re Jones, 420 B.R. at 515).